

EXHIBIT 1

1 J. DAVID HADDEN (CSB No. 176148)
dhadden@fenwick.com
2 SAINA S. SHAMILOV (CSB No. 215636)
sshamilov@fenwick.com
3 TODD R. GREGORIAN (CSB No. 236096)
tgregorian@fenwick.com
4 PHILLIP J. HAACK (CSB No. 262060)
phaack@fenwick.com
5 RAVI R. RANGANATH (CSB No. 272981)
rranganath@fenwick.com
6 SHANNON E. TURNER (CSB No. 310121)
sturner@fenwick.com
7 CHIEH TUNG (CSB No. 318963)
ctung@fenwick.com
8 FENWICK & WEST LLP
Silicon Valley Center
9 801 California Street
Mountain View, CA 94041
10 Telephone: 650.988.8500
Facsimile: 650.938.5200

11 Counsel for Defendant
12 TWITCH INTERACTIVE, INC.

13 UNITED STATES DISTRICT COURT

14 NORTHERN DISTRICT OF CALIFORNIA

15 IN RE PERSONALWEB TECHNOLOGIES, LLC,
ET AL., PATENT LITIGATION

Case No. 5:18-md-02834-BLF

17 PERSONALWEB TECHNOLOGIES, LLC and
LEVEL 3 COMMUNICATIONS, LLC,

Case No. 5:18-cv-05619-BLF

18 Plaintiffs,

19 v.

20 TWITCH INTERACTIVE, INC.,

21 Defendant.

**DEFENDANT TWITCH
INTERACTIVE, INC.'S
RESPONSES AND OBJECTIONS TO
PERSONALWEB TECHNOLOGIES,
INC.'S FIRST SET OF REQUESTS
FOR PRODUCTION**

23 PROPOUNDING PARTY: PERSONALWEB TECHNOLOGIES, INC.

24 RESPONDING PARTY: TWITCH INTERACTIVE, INC.

25 SET NUMBER: ONE (1-34)

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Twitch Interactive, Inc. (hereafter, "Twitch"), by and through their counsel, hereby responds to Plaintiffs, of Personal Web Technologies, LLC ("PersonalWeb"), First Set of Requests for Production (Nos. 1-34) as follows:

GENERAL OBJECTIONS

The following general objections are stated with respect to each and every document request whether or not specifically identified in response thereto. To the extent any of these general objections are not raised in any particular response, Twitch does not waive those objections.

1. Twitch objects to each and every definition and request as overly broad, unduly burdensome, and not proportional to the needs of the case because they are not limited to a specific geographic area. Twitch will only provide discovery with respect to the United States.

2. Twitch objects to the definitions of "You," "Your," or "Twitch" because it seeks to broaden the scope of allowable discovery and seeks information that is not within the possession, custody, or control of Twitch, but is in the possession of third-parties and non-parties to this lawsuit. Twitch further objects to the definition of these terms to the extent it includes Twitch's attorneys and patent agents and seeks privileged and attorney-work product information. Twitch will interpret these terms as referring to Twitch Interactive, Inc. only.

3. Twitch objects to the definition of "Fingerprint" as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as it does not identify the item or feature with specificity. Twitch will interpret this term as a Ruby on Rails fingerprint or a similar value that is calculated via a hash algorithm and that renders the name of a file dependent on the contents of the file.

5. Twitch objects to the definition of "Meeting" as overly broad and unduly burdensome, vague and ambiguous, not proportional to the needs of this case, and failing to describe the information sought with reasonable particularity.

6. Twitch objects to the definition of "Identify" and "Identity" as overly broad and unduly burdensome, vague and ambiguous, not proportional to the needs of this case, and failing to describe the information sought with reasonable particularity. Twitch will interpret these terms

1 as “List the person, entity, or document” and “the name, term, or number referring to the person,
2 entity, or document,” respectively.

3 7. Twitch objects to the definition of “Document” as overly broad and unduly
4 burdensome, vague and ambiguous, not proportional to the needs of this case, and failing to
5 describe the information sought with reasonable particularity. Twitch will not search for documents
6 that are not within its possession, custody, or control.

7 8. Twitch objects to the definition of “Thing” as overly broad and unduly burdensome,
8 vague and ambiguous, not proportional to the needs of this case, and failing to describe the
9 information sought with reasonable particularity.

10 9. Twitch objects to the definition of “Cache-Busting” as vague, ambiguous, overly
11 broad, unduly burdensome, and not proportional to the needs of the case as it does not identify the
12 item or feature with specificity, and PersonalWeb does not explain what is meant by “valid”
13 content.

14 10. Twitch objects to these requests and definitions to the extent that they seek to impose
15 duties beyond those required by the Federal Rules of Civil Procedure and the Local Rules of this
16 district. Twitch’s responses shall be made only in accordance with the applicable rule(s).

17 11. Twitch objects to these requests to the extent that they seek information equally
18 available to PersonalWeb in the public domain or that is already in the possession, custody, or
19 control of PersonalWeb.

20 12. Twitch objects to these requests to the extent that they seek information that is in
21 the possession, custody, or control of parties over whom Twitch has no control.

22 13. Twitch objects to each and every instruction, definition, and request to the extent
23 that it seeks the disclosure of information protected by the attorney-client privilege, the attorney
24 work-product doctrine, or any other applicable privilege, immunity, or protection, as provided by
25 any applicable law. Twitch does not intend to disclose such privileged or protected information.
26 Twitch’s inadvertent disclosure of any such information should not be deemed a waiver of any
27 privilege, immunity, or protection, and Twitch expressly reserves the right to object to the
28 introduction at trial or to any other use of such information that may be inadvertently disclosed.

1 Twitch objects to discovery of attorney-client privileged communications after the filing of this
2 lawsuit and to discovery of work-product materials generated after the filing of this lawsuit.

3 14. Twitch objects to these requests to the extent they seek information concerning
4 Amazon CloudFront. CloudFront is not accused in PersonalWeb's counterclaim against
5 Amazon.com, Inc. or Amazon Web Services, Inc. (collectively "Amazon") or in any of the
6 complaints against Amazon's customers, including Twitch; it is accordingly outside the scope of
7 discovery in this case. Moreover, PersonalWeb does not have standing to bring claims against
8 CloudFront. (*See* Reply in Support of Motion of Amazon.com, Inc.'s and Amazon Web Services,
9 Inc. for Summary Judgment Claims and Defenses Under the Claim Preclusion and Kessler Doctrine
10 (Dkt. No. 350) ("Reply") at 8-10.) To the extent Twitch provides discovery on CloudFront, it does
11 so explicitly without waiver of this objection.

12 15. Twitch objects to these requests to the extent they seek information concerning
13 Amazon Simple Storage System (S3). PersonalWeb's infringement claims against Amazon and its
14 customers, including Twitch, are barred by the doctrine of claim preclusion and the Supreme
15 Court's decision in *Kessler v. Eldred*, 206 U.S. 285 (1907). (*See* Order Granting in Part and
16 Denying in Part Amazon's Motion for Summary Judgment dated March 13, 2019 ("Summary
17 Judgment Order").) As such, any discovery concerning S3 is outside the scope of discovery in this
18 case. To the extent Twitch provides discovery on S3, it does so explicitly without waiver of this
19 objection.

20 16. Twitch objects to these requests to the extent they purport to include email. Email
21 production is not required in patent cases, and any request for email is unduly burdensome and not
22 proportional to the needs of the case. *See, e.g.*, Court's [Model] Stipulation & Order Re: Discovery
23 of Electronically Stored Information for Patent Litigation ("General ESI production requests . . .
24 shall not include email or other forms of electronic correspondence.").

25 17. The responses given herein shall not be deemed to waive any claim of privilege or
26 immunity Twitch may have as to any response, document, or thing, or any question or right of
27 objection as to authenticity, competency, relevancy, materiality, admissibility, or any other
28 objection Twitch may have as to a demand for further response to these or other requests, or to any

1 objection to the use of such information, documents, or things in any other proceeding filed after
2 the production of such information or documents.

3 18. Nothing contained herein may be construed as an admission relative to the existence
4 or non-existence of any document, and no response may be construed as an admission with respect
5 to the relevancy or admissibility in evidence of any statement or characterization contained in these
6 requests or respecting the authenticity, competency, relevancy, materiality, or admissibility of any
7 document or thing referenced by these requests.

8 19. Discovery in this matter is ongoing and Twitch reserves the right to revise or
9 supplement any response herein.

10 20. These General Objections are applicable to and are incorporated in each specific
11 response herein without further reference. The inclusion of specific objection(s) in response to any
12 Requests for Production shall not be construed as a waiver of such objection(s), or any of these
13 objections, in any other response.

14 **RESPONSES AND OBJECTIONS**

15 Subject to the foregoing General Objections, which are incorporated by reference as if set
16 forth fully in each and every response, Twitch also specifically responds and objects to the
17 Document Request as follows:

18 **REQUEST FOR PRODUCTION NO. 1:**

19 All documents showing how You used Content-Based ETags during the Relevant Time
20 Period.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

22 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
23 extent this request seeks information protected by the attorney-client privilege, attorney work
24 product doctrine, joint defense privilege, common interest exception, or any other applicable
25 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
26 information in response. If any information responsive to this request is subject to any
27 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
28 only after it complies with those obligations, and, if necessary, only after it obtains the required

1 permission to do so from the third party.

2 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
3 in this action and not proportional to the needs of the case as it lacks geographic limitations. Twitch
4 will only respond with respect to the United States.

5 Twitch objects to the term “You” on the basis identified in the General Objections above
6 and incorporates this basis herein. Twitch will interpret this term to refer to Twitch Interactive,
7 Inc. only.

8 Twitch objects to the undefined term “Content-Based ETags” as vague and ambiguous,
9 overly broad, unduly burdensome, and not proportional to the needs of the case, as it does not
10 identify the items or features with specificity. Twitch will interpret this term as ETags calculated
11 based on contents of a corresponding file.

12 Twitch objects to this request as overly broad, unduly burdensome, and not proportional to
13 the needs of the case in seeking all documents concerning how Twitch used “Content-Based
14 ETags.”

15 Twitch objects to this request to the extent it is duplicative of other discovery requests,
16 including but not limited to Interrogatory No. 1.

17 Subject to and without waiving any objections, Twitch responds as follows:

18 Twitch will produce non-privileged, non-protected documents sufficient to how the
19 www.twitch.tv website used ETags calculated based on contents of a corresponding file in HTTP
20 requests during the time period of January 8, 2012 to December 26, 2016 for the United States, to
21 the extent such documents exist in Twitch’s possession, custody, or control and can be identified
22 upon a reasonable search.

23 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
24 amend, or modify its response to this request as additional facts are learned and as otherwise
25 appropriate.

26 **REQUEST FOR PRODUCTION NO. 2:**

27 All documents identifying each major piece of software or hardware You used during the
28 Relevant Time Period to generate, store or serve a Content-Based ETag or to process an HTTP

1 request that included the Content-Based ETag.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

3 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
4 extent this request seeks information protected by the attorney-client privilege, attorney work
5 product doctrine, joint defense privilege, common interest exception, or any other applicable
6 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
7 information in response. If any information responsive to this request is subject to any
8 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
9 only after it complies with those obligations, and, if necessary, only after it obtains the required
10 permission to do so from the third party.

11 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
12 in this action and not proportional to the needs of the case as it lacks geographic limitations. Twitch
13 will only respond with respect to the United States.

14 Twitch objects to the term “You” on the basis identified in the General Objections above
15 and incorporates this basis herein. Twitch will interpret this term to refer to Twitch Interactive,
16 Inc. only.

17 Twitch objects to the undefined term “Content-Based ETags” as vague and ambiguous,
18 overly broad, unduly burdensome, and not proportional to the needs of the case, as it does not
19 identify the items or features with specificity. Twitch will interpret this phrase as ETags calculated
20 based on contents of a corresponding file. Twitch further objects to the undefined term “major piece
21 of software or hardware” as overly broad, unduly burdensome, vague, and ambiguous, as it does
22 not identify the information sought with sufficient particularity.

23 Twitch objects to this request as overly broad, unduly burdensome, and not proportional to
24 the needs of the case in seeking all documents concerning “each major piece of software or hard-
25 ware” used to generate ETags calculated based on contents of a corresponding file.

26 Twitch objects to this request to the extent it is duplicative of other discovery requests,
27 including but not limited to Interrogatory No. 1 and Request for Production No. 1.

28 Subject to and without waiving any objections, Twitch responds as follows:

1 Twitch will produce non-privileged, non-protected documents sufficient to show the
2 www.twitch.tv website used ETags calculated based on contents of a corresponding file in HTTP
3 requests during the time period of January 8, 2012 to December 26, 2016 for the United States, to
4 the extent such documents exist in Twitch's possession, custody, or control and can be identified
5 upon a reasonable search.

6 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
7 amend, or modify its response to this request as additional facts are learned and as otherwise
8 appropriate.

9 **REQUEST FOR PRODUCTION NO. 3:**

10 All documents showing how You used a Fingerprint during the Relevant Time Period.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

12 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
13 extent this request seeks information protected by the attorney-client privilege, attorney work
14 product doctrine, joint defense privilege, common interest exception, or any other applicable
15 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
16 information in response. If any information responsive to this request is subject to any
17 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
18 only after it complies with those obligations, and, if necessary, only after it obtains the required
19 permission to do so from the third party.

20 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
21 in this action and not proportional to the needs of the case as it lacks geographic limitations. Twitch
22 will only respond with respect to the United States.

23 Twitch objects to the terms "Fingerprint" and "You" on the bases identified in the General
24 Objections above and incorporates those bases herein. Twitch will interpret these terms as a Ruby
25 on Rails fingerprint or a similar value that is calculated via a hash algorithm and that renders the
26 name of a file dependent on the contents of the file and Twitch Interactive, Inc., respectively.

27 Twitch objects to this request as overly broad, unduly burdensome, and not proportional to
28 the needs of the case in seeking all documents concerning Twitch's use of Ruby on Rails

1 fingerprints or similar values.

2 Twitch objects to this request to the extent it is duplicative of other discovery requests,
3 including but not limited to Interrogatory No. 2.

4 Subject to and without waiving any objections, Twitch responds as follows:

5 Twitch will produce non-privileged, non-protected documents sufficient to show the
6 www.twitch.tv website used a Ruby on Rails fingerprint or a similar value that is calculated via a
7 hash algorithm and that renders the name of a file dependent on the contents of the file in HTTP
8 requests during the time period of January 8, 2012 to December 26, 2016 for the United States, to
9 the extent such documents exist in Twitch's possession, custody, or control and can be identified
10 upon a reasonable search.

11 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
12 amend, or modify its response to this request as additional facts are learned and as otherwise
13 appropriate.

14 **REQUEST FOR PRODUCTION NO. 4:**

15 All documents identifying each major piece of software or hardware used during the
16 Relevant Time Period to generate, store or serve a Fingerprint or to process an HTTP request that
17 included the Fingerprint.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

19 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
20 extent this request seeks information protected by the attorney-client privilege, attorney work
21 product doctrine, joint defense privilege, common interest exception, or any other applicable
22 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
23 information in response. If any information responsive to this request is subject to any
24 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
25 only after it complies with those obligations, and, if necessary, only after it obtains the required
26 permission to do so from the third party.

27 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
28 in this action and not proportional to the needs of the case as it lacks geographic limitations. Twitch

1 will only respond with respect to the United States.

2 Twitch objects to the term “Fingerprint” on the basis identified in the General Objections
3 above and incorporates this basis herein. Twitch will interpret this term as a Ruby on Rails
4 fingerprint or a similar value that is calculated via a hash algorithm and that renders the name of a
5 file dependent on the contents of the file.

6 Twitch further objects to the undefined term “major piece of software or hardware” as
7 overly broad, unduly burdensome, vague, and ambiguous, as it does not identify the information
8 sought with sufficient particularity.

9 Twitch objects to this request to the extent it is duplicative of other requests, including but
10 not limited to Interrogatory No. 3.

11 Twitch objects to this request as overly broad, unduly burdensome, and not proportional to
12 the needs of the case in seeking all documents concerning “each major piece of software or
13 hardware” used in connection with Ruby on Rails fingerprints or similar values and processing
14 HTTP requests including such fingerprints.

15 Subject to and without waiving any objections, Twitch responds as follows:

16 Twitch will produce non-privileged, non-protected documents sufficient to show the
17 www.twitch.tv website used a Ruby on Rails fingerprint or a similar value that is calculated via a
18 hash algorithm and that renders the name of a file dependent on the contents of the file in HTTP
19 requests during the time period of January 8, 2012 to December 26, 2016 for the United States, to
20 the extent such documents exist in Twitch’s possession, custody, or control and can be identified
21 upon a reasonable search.

22 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
23 amend, or modify its response to this request as additional facts are learned and as otherwise
24 appropriate.

25 **REQUEST FOR PRODUCTION NO. 5:**

26 All documents discussing why You used a Content-Based ETag during the Relevant Time
27 Period including but not limited to any reason or advantage factored into Your decision to use a
28 Content-Based ETag.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Twitch incorporates by reference its General Objections as if fully set forth herein. To the extent this request seeks information protected by the attorney-client privilege, attorney work product doctrine, joint defense privilege, common interest exception, or any other applicable privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such information in response. If any information responsive to this request is subject to any confidentiality obligations owed by Twitch to any third party, Twitch will provide such information only after it complies with those obligations, and, if necessary, only after it obtains the required permission to do so from the third party.

Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense in this action and not proportional to the needs of the case as it lacks geographic limitations. Twitch will only respond with respect to the United States.

Twitch objects to the terms “You” and “Your” on the basis identified in the General Objections above and incorporates those bases herein. Twitch will interpret these term as Twitch Interactive, Inc.

Twitch objects to the term “Content-Based ETags” as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as it does not identify the items or features with specificity. Twitch will interpret this term as ETags calculated based on contents of a corresponding file. Twitch further objects to the term “advantage” as overly broad, unduly burdensome, vague, and ambiguous.

Twitch objects to this request to the extent it is duplicative of other requests, including but not limited to Interrogatory No. 3 and Request For Production Nos. 1-2.

Twitch objects to this request as overly broad, unduly burdensome, and not proportional to the needs of the case in seeking all documents relating to why Twitch used ETags calculated based on contents of a corresponding file.

Subject to and without waiving any objections, Twitch responds as follows:

Twitch will produce non-privileged, non-protected documents sufficient to show any benefits of using ETags calculated based on contents of a corresponding file on the www.twitch.tv

1 website during the time period of January 8, 2012 to December 26, 2016 for the United States, to
2 the extent such documents exist in Twitch's possession, custody, or control and can be identified
3 upon a reasonable search.

4 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
5 amend, or modify its response to this request as additional facts are learned and as otherwise
6 appropriate.

7 **REQUEST FOR PRODUCTION NO. 6:**

8 All documents discussing why You used a Fingerprint during the Relevant Time Period
9 including but not limited to any reason or advantage factored into Your decision to use a
10 Fingerprint.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

12 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
13 extent this request seeks information protected by the attorney-client privilege, attorney work
14 product doctrine, joint defense privilege, common interest exception, or any other applicable
15 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
16 information in response. If any information responsive to this request is subject to any
17 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
18 only after it complies with those obligations, and, if necessary, only after it obtains the required
19 permission to do so from the third party.

20 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
21 in this action and not proportional to the needs of the case as it lacks geographic limitations. Twitch
22 will only respond with respect to the United States.

23 Twitch objects to the terms "You," "Your," and "Fingerprint" on the bases identified in the
24 General Objections above and incorporates those bases herein. Twitch will interpret the first two
25 terms as Twitch Interactive, Inc. and the third as a Ruby on Rails fingerprint or a similar value that
26 is calculated via a hash algorithm and that renders the name of a file dependent on the contents of
27 the file. Twitch objects to the term "advantage" as overly broad, unduly burdensome, vague, and
28 ambiguous.

1 Twitch objects to this request to the extent it is duplicative of other requests, including but
2 not limited to Interrogatory No. 3, and Request For Production Nos. 3-4.

3 Twitch objects to this request as overly broad, unduly burdensome, and not proportional to
4 the needs of the case in seeking all documents relating to why Twitch used Ruby on Rails
5 fingerprint or a similar value.

6 Subject to and without waiving any objections, Twitch responds as follows:

7 Twitch will produce non-privileged, non-protected documents sufficient to show any
8 benefits of using Fingerprints calculated based on contents of a corresponding file on the
9 www.twitch.tv website during the time period of January 8, 2012 to December 26, 2016 for the
10 United States, to the extent such documents exist in Twitch's possession, custody, or control and
11 can be identified upon a reasonable search.

12 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
13 amend, or modify its response to this request as additional facts are learned and as otherwise
14 appropriate.

15 **REQUEST FOR PRODUCTION NO. 7:**

16 All Documents including, but not limited to, deposition testimony summarizing your net
17 income, gross revenue, costs of goods sold, and/or operating expenses during the Relevant Time
18 Period, broken out monthly or by the lowest level of temporal aggregation maintained in the
19 ordinary course of business, for each distinct source of revenue that you track in the ordinary course
20 of business.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

22 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
23 extent this request seeks information protected by the attorney-client privilege, attorney work
24 product doctrine, joint defense privilege, common interest exception, or any other applicable
25 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
26 information in response. If any information responsive to this request is subject to any
27 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
28 only after it complies with those obligations, and, if necessary, only after it obtains the required

1 permission to do so from the third party.

2 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
3 in this action and not proportional to the needs of the case as it lacks geographic limitations. Twitch
4 will only respond with respect to the United States.

5 Twitch objects to the term “you” on the basis identified in the General Objections above
6 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

7 Twitch objects to this request as overly broad, unduly burdensome, and not proportional to
8 the needs of the case in seeking all documents relating to Twitch’s income, revenue, costs of goods
9 sold, and operating expenses.

10 Subject to and without waiving any objections, Twitch responds as follows:

11 Twitch will produce non-privileged, non-protected documents sufficient to show revenue
12 and cost information from the www.twitch.tv website during the time period of January 8, 2012 to
13 December 26, 2016 for the United States, to the extent such documents exist in Twitch’s possession,
14 custody, or control and can be identified upon a reasonable search.

15 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
16 amend, or modify its response to this request as additional facts are learned and as otherwise
17 appropriate.

18 **REQUEST FOR PRODUCTION NO. 8:**

19 All Documents including, but not limited to, deposition testimony summarizing Your
20 volume of website data traffic in terms of the number of HTTP messages, number of bytes, or both,
21 sent with Content-Based ETags and/or Fingerprints during the Relevant Time Period, broken out
22 monthly or by the lowest level of temporal aggregation maintained in the ordinary course of
23 business.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 8:**

25 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
26 extent this request seeks information protected by the attorney-client privilege, attorney work
27 product doctrine, joint defense privilege, common interest exception, or any other applicable
28 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such

1 information in response. If any information responsive to this request is subject to any
2 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
3 only after it complies with those obligations, and, if necessary, only after it obtains the required
4 permission to do so from the third party.

5 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
6 in this action and not proportional to the needs of the case as it lacks geographic limitations. Twitch
7 will only respond with respect to the United States.

8 Twitch objects to the terms “Your” and “Fingerprints” on the bases identified in the General
9 Objections above and incorporates those bases herein. Twitch will interpret these terms as Twitch
10 Interactive, Inc. and a Ruby on Rails fingerprint or a similar value that is calculated via a hash
11 algorithm and that renders the name of a file dependent on the contents of the file,” respectively.

12 Twitch objects to the undefined term “Content-Based Etags” as vague and ambiguous,
13 overly broad, unduly burdensome, and not proportional to the needs of the case, as it does not
14 identify the items or features with specificity. Twitch will interpret this term as ETag calculated
15 based on contents of a corresponding file.

16 Twitch objects to this request to the extent it is duplicative of other requests, including but
17 not limited to Interrogatory No. 6 and Request For Production Nos. 1 and 3.

18 Twitch objects to this request as overly broad, unduly burdensome, and not proportional to
19 the needs of the case in seeking all documents relating to website data sent with Ruby on Rails
20 fingerprints or a similar value, and ETags calculated based on contents of a corresponding file.

21 Subject to and without waiving any objections, Twitch responds as follows:

22 Twitch does not have information in its possession, custody, or control reflecting the
23 number of requests or responses with ETags in HTTP 200 message headers or HTTP 304
24 messages from January 8, 2012 through December 26, 2016.

25 **REQUEST FOR PRODUCTION NO. 9:**

26 All Documents including, but not limited to, deposition testimony reflecting any study
27 regarding cache busting from any standpoint including but not limited to any impact, benefit,
28 advantage or effect of using cache busting in relation to user experience, competitiveness, revenue

1 generation, cost savings, cost savings, or any financial or technical advantage.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9:**

3 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
4 extent this request seeks information protected by the attorney-client privilege, attorney work
5 product doctrine, joint defense privilege, common interest exception, or any other applicable
6 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
7 information in response. If any information responsive to this request is subject to any
8 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
9 only after it complies with those obligations, and, if necessary, only after it obtains the required
10 permission to do so from the third party.

11 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
12 in this action and not proportional to the needs of the case as it lacks temporal and geographic
13 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
14 December 26, 2016 and the United States.

15 Twitch objects to the undefined terms “study” and “standpoint” as vague and ambiguous,
16 overly broad, unduly burdensome, and not proportional to the needs of the case, as they do not
17 identify the items or features with specificity. Twitch will interpret these phrases as a detailed
18 investigation and analysis and an attitude or outlook on issues, respectively

19 Twitch further objects to the phrase “regarding cache busting” as vague, ambiguous, and
20 not proportional to the needs of the case, as it does not identify the information sought with partic-
21 ularity.

22 Twitch objects to this request as overly broad, unduly burdensome, and not proportional to
23 the needs of the case in seeking all documents relating to any analysis of verifying cache versions
24 in a browser.

25 Twitch objects to this request to the extent it is duplicative of other requests, including but
26 not limited to Interrogatory Nos. 7 and 8.

27 Subject to and without waiving any objections, Twitch responds as follows:
28

1 Twitch will produce non-privileged, non-protected documents sufficient to show any com-
2 parison of using a Ruby on Rails fingerprint or a similar value that is calculated via a hash algorithm
3 and that renders the name of a file dependent on the contents of the file or ETags calculated based
4 on contents of a corresponding file to alternative technology on the www.twitch.tv website during
5 the time period of January 8, 2012 to December 26, 2016 for the United States, to the extent such
6 documents exist in Twitch's possession, custody, or control and can be identified upon a reasonable
7 search.

8 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
9 amend, or modify its response to this request as additional facts are learned and as otherwise
10 appropriate.

11 **REQUEST FOR PRODUCTION NO. 10:**

12 All Documents including, but not limited to, deposition testimony that states the pricing of
13 Your products and services from 2011 to the present.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 10:**

15 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
16 extent this request seeks information protected by the attorney-client privilege, attorney work
17 product doctrine, joint defense privilege, common interest exception, or any other applicable
18 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
19 information in response. If any information responsive to this request is subject to any
20 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
21 only after it complies with those obligations, and, if necessary, only after it obtains the required
22 permission to do so from the third party.

23 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
24 in this action and not proportional to the needs of the case as it lacks appropriate temporal and
25 geographic limitations. Twitch will only respond with respect to the time period from January 8,
26 2012 until December 26, 2016 and the United States.

27 Twitch objects to the term "Your" on the basis identified in the General Objections above
28 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

1 Twitch objects to this request as unduly burdensome to the extent it seeks information that
2 is publicly available. Twitch objects to this request as overly broad, unduly burdensome, seeking
3 information not relevant to a claim or defense in this action, and not proportional to the needs of
4 the case in seeking all documents relating to the pricing of all products and services from 2011 to
5 present, rather than pricing and revenue information relating to the accused twitch.tv domain.

6 Subject to and without waiving any objections, Twitch responds as follows:

7 Twitch will produce non-privileged, non-protected documents sufficient to show pricing to
8 view content on the www.twitch.tv website during the time period of January 8, 2012 to December
9 26, 2016 for the United States, to the extent such documents exist in Twitch's possession, custody,
10 or control and can be identified upon a reasonable search.

11 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
12 amend, or modify its response to this request as additional facts are learned and as otherwise
13 appropriate.

14 **REQUEST FOR PRODUCTION NO. 11:**

15 All Documents including, but not limited to, deposition testimony that states the marketing
16 of Your products and services from 2011 to the present.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 11:**

18 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
19 extent this request seeks information protected by the attorney-client privilege, attorney work
20 product doctrine, joint defense privilege, common interest exception, or any other applicable
21 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
22 information in response. If any information responsive to this request is subject to any
23 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
24 only after it complies with those obligations, and, if necessary, only after it obtains the required
25 permission to do so from the third party.

26 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
27 in this action and not proportional to the needs of the case as it lacks appropriate temporal and
28 geographic limitations. Twitch will only respond with respect to the time period from January 8,

1 2012 until December 26, 2016 and the United States.

2 Twitch objects to the term “Your” on the basis identified in the General Objections above
3 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

4 Twitch objects to this request as unduly burdensome to the extent it seeks information that
5 is publicly available. Twitch objects to this request as overly broad, unduly burdensome, and not
6 proportional to the needs of the case in seeking all documents relating to the marketing of all
7 products and services since 2011.

8 Subject to and without waiving any objections, Twitch responds as follows:

9 Twitch will produce non-privileged, non-protected documents sufficient to show any mar-
10 keting plan concerning the www.twitch.tv website during the time period of January 8, 2012 to
11 December 26, 2016 for the United States, to the extent such documents exist in Twitch’s possession,
12 custody, or control and can be identified upon a reasonable search.

13 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
14 amend, or modify its response to this request as additional facts are learned and as otherwise
15 appropriate.

16 **REQUEST FOR PRODUCTION NO. 12:**

17 All Documents including, but not limited to, deposition testimony that states any analysis
18 of the technical factors that impact Your profitability or competitiveness, including but not limited
19 to the required bandwidth or time needed to load Your webpages.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 12:**

21 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
22 extent this request seeks information protected by the attorney-client privilege, attorney work
23 product doctrine, joint defense privilege, common interest exception, or any other applicable
24 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
25 information in response. If any information responsive to this request is subject to any
26 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
27 only after it complies with those obligations, and, if necessary, only after it obtains the required
28 permission to do so from the third party.

1 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
2 in this action and not proportional to the needs of the case as it lacks temporal and geographic
3 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
4 December 26, 2016 and the United States.

5 Twitch objects to the term “Your” on the basis identified in the General Objections above
6 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

7 Twitch further objects to the undefined phrase “technical factors” as overly broad, unduly
8 burdensome, vague, and ambiguous, as it does not identify the items or features with specificity.

9 Twitch objects to this request as unduly burdensome to the extent it seeks information that
10 is publicly available. Twitch objects to this request as overly broad, unduly burdensome, and not
11 proportional to the needs of the case in seeking all documents analyzing the “technical factors” that
12 impact Twitch’s “profitability or competitiveness.”

13 Subject to and without waiving any objections, Twitch responds as follows:

14 Twitch will produce non-privileged, non-protected documents sufficient to show what if
15 any technical features impacted the market position of the www.twitch.tv website during the time
16 period of January 8, 2012 to December 26, 2016 for the United States, to the extent such documents
17 exist in Twitch’s possession, custody, or control and can be identified upon a reasonable search.

18 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
19 amend, or modify its response to this request as additional facts are learned and as otherwise
20 appropriate.

21 **REQUEST FOR PRODUCTION NO. 13:**

22 All Documents including, but not limited to, deposition testimony that states any analysis
23 of the technical factors that impact the user experience or customer satisfaction of the customers or
24 users of Your products or services, including but not limited to the required bandwidth or time
25 needed to load Your webpages.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13:**

27 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
28 extent this request seeks information protected by the attorney-client privilege, attorney work

1 product doctrine, joint defense privilege, common interest exception, or any other applicable
2 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
3 information in response. If any information responsive to this request is subject to any
4 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
5 only after it complies with those obligations, and, if necessary, only after it obtains the required
6 permission to do so from the third party.

7 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
8 in this action and not proportional to the needs of the case as it lacks temporal and geographic
9 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
10 December 26, 2016 and the United States.

11 Twitch objects to the term “Your” on the basis identified in the General Objections above
12 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

13 Twitch further objects to the undefined term “technical factors” as overly broad, unduly
14 burdensome, vague, and ambiguous, as it does not identify the items or features with specificity.

15 Twitch objects to this request as overly broad, unduly burdensome, and not proportional to
16 the needs of the case in seeking all documents relating to customers’ experience of all of Twitch’s
17 products and services.

18 Twitch objects to this request to the extent it is duplicative of other requests, including but
19 not limited to Request For Production No. 12.

20 Subject to and without waiving any objections, Twitch responds as follows:

21 Twitch will produce non-privileged, non-protected documents sufficient to show what if
22 any technical features impacted the customer preference for the www.twitch.tv website during the
23 time period of January 8, 2012 to December 26, 2016 for the United States, to the extent such
24 documents exist in Twitch’s possession, custody, or control and can be identified upon a reasonable
25 search.

26 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
27 amend, or modify its response to this request as additional facts are learned and as otherwise
28 appropriate.

REQUEST FOR PRODUCTION NO. 14:

All Documents including, but not limited to, deposition testimony about any analysis of cache busting, including but not limited to its impact on cost, bandwidth needed to load webpages, speed of loading webpages, user experience, competitiveness or profitability.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

Twitch incorporates by reference its General Objections as if fully set forth herein. To the extent this request seeks information protected by the attorney-client privilege, attorney work product doctrine, joint defense privilege, common interest exception, or any other applicable privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such information in response. If any information responsive to this request is subject to any confidentiality obligations owed by Twitch to any third party, Twitch will provide such information only after it complies with those obligations, and, if necessary, only after it obtains the required permission to do so from the third party.

Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense in this action and not proportional to the needs of the case as it lacks temporal and geographic limitations. Twitch will only respond with respect to the time period from January 8, 2012 until December 26, 2016 and the United States.

Twitch objects to the term “Your” on the basis identified in the General Objections above and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

Twitch further objects to the phrase “cache busting” as vague, ambiguous, and not proportional to the needs of the case, as it does not identify the information sought with particularity.

Twitch objects to this request as overly broad, unduly burdensome, and not proportional to the needs of the case in seeking all documents relating to cache busting on Twitch’s webpages.

Twitch objects to this request to the extent it is duplicative of other requests, including but not limited to Request For Production Nos. 12-13.

Subject to and without waiving any objections, Twitch responds as follows:

Twitch will produce non-privileged, non-protected documents sufficient to show the costs and benefits of using a Ruby on Rails fingerprint or a similar value that is calculated via a hash

1 algorithm and that renders the name of a file dependent on the contents of the file or ETags calcu-
2 lated based on contents of a corresponding file during the time period of January 8, 2012 to De-
3 cember 26, 2016 for the United States, to the extent such documents exist in Twitch's possession,
4 custody, or control and can be identified upon a reasonable search.

5 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
6 amend, or modify its response to this request as additional facts are learned and as otherwise
7 appropriate.

8 **REQUEST FOR PRODUCTION NO. 15:**

9 All Documents including, but not limited to, deposition testimony that states the pricing or
10 the reasons underlying the pricing of YOUR products and services from 2011 to the present.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 15:**

12 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
13 extent this request seeks information protected by the attorney-client privilege, attorney work
14 product doctrine, joint defense privilege, common interest exception, or any other applicable
15 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
16 information in response. If any information responsive to this request is subject to any
17 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
18 only after it complies with those obligations, and, if necessary, only after it obtains the required
19 permission to do so from the third party.

20 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
21 in this action and not proportional to the needs of the case as it lacks temporal and geographic
22 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
23 December 26, 2016 and the United States.

24 Twitch objects to the term "Your" on the basis identified in the General Objections above
25 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

26 Twitch objects to this request as unduly burdensome to the extent it seeks information that
27 is publicly available. Twitch objects to this request as overly broad, unduly burdensome, not
28 relevant to the claims and defenses in this action, and not proportional to the needs of the case in

1 seeking all documents relating to the pricing of all products and services from 2011 to present,
2 rather than pricing and revenue information relating to the accused twitch.tv domain.

3 Twitch objects to this request to the extent it is duplicative of other requests, including but
4 not limited to Request For Production No. 10.

5 Subject to and without waiving any objections, Twitch responds as follows:

6 Twitch will produce non-privileged, non-protected documents sufficient to show pricing to
7 view content on the www.twitch.tv website during the time period of January 8, 2012 to December
8 26, 2016 for the United States, to the extent such documents exist in Twitch's possession, custody,
9 or control and can be identified upon a reasonable search.

10 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
11 amend, or modify its response to this request as additional facts are learned and as otherwise
12 appropriate.

13 **REQUEST FOR PRODUCTION NO. 16:**

14 All Documents including, but not limited to, deposition testimony that states the U.S. sales
15 units or revenues YOU realized from providing products and services during the Relevant Time
16 Period.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 16:**

18 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
19 extent this request seeks information protected by the attorney-client privilege, attorney work
20 product doctrine, joint defense privilege, common interest exception, or any other applicable
21 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
22 information in response. If any information responsive to this request is subject to any
23 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
24 only after it complies with those obligations, and, if necessary, only after it obtains the required
25 permission to do so from the third party.

26 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
27 in this action and not proportional to the needs of the case as it lacks temporal and geographic
28 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until

1 December 26, 2016 and the United States.

2 Twitch objects to the term “You” on the basis identified in the General Objections above
3 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

4 Twitch objects to this request as overly broad, unduly burdensome, and not proportional to
5 the needs of the case in seeking all documents relating to U.S. sales of Twitch’s products and
6 services, rather than revenue information relating to the accused twitch.tv domain.

7 Twitch objects to this request to the extent it is duplicative of other requests, including but
8 not limited to Request For Production No. 7.

9 Subject to and without waiving any objections, Twitch responds as follows:

10 Twitch will produce non-privileged, non-protected documents sufficient to show revenue
11 information for the www.twitch.tv website during the time period of January 8, 2012 to December
12 26, 2016 for the United States, to the extent such documents exist in Twitch’s possession, custody,
13 or control and can be identified upon a reasonable search.

14 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
15 amend, or modify its response to this request as additional facts are learned and as otherwise
16 appropriate.

17 **REQUEST FOR PRODUCTION NO. 17:**

18 All Documents including, but not limited to, deposition testimony stating any studies of the
19 use of cache busting from any standpoint, including but not limited to from the standpoint of its
20 impact on user experience, competitiveness, revenue generation, cost saving, bandwidth needed to
21 load webpages, speed of loading webpages, or any other financial or technical advantage.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

23 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
24 extent this request seeks information protected by the attorney-client privilege, attorney work
25 product doctrine, joint defense privilege, common interest exception, or any other applicable
26 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
27 information in response. If any information responsive to this request is subject to any
28 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information

1 only after it complies with those obligations, and, if necessary, only after it obtains the required
2 permission to do so from the third party.

3 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
4 in this action and not proportional to the needs of the case as it lacks temporal and geographic
5 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
6 December 26, 2016 and the United States.

7 Twitch objects to the undefined terms “studies” and “standpoint” as vague and ambiguous,
8 overly broad, unduly burdensome, and not proportional to the needs of the case, as they do not
9 identify the items or features with specificity. Twitch will interpret these phrases as detailed
10 investigations and analyses and an attitude or outlook on issues, respectively.

11 Twitch further objects to the phrase “cache busting” as vague, ambiguous, and not propor-
12 tional to the needs of the case, as it does not identify the information sought with particularity.

13 Twitch objects to this request as overly broad, unduly burdensome, and not proportional to
14 the needs of the case in seeking all documents relating to cache busting on Twitch’s webpages.

15 Twitch objects to this request to the extent it is duplicative of other requests, including but
16 not limited to Request For Production No. 14.

17 Subject to and without waiving any objections, Twitch responds as follows:

18 Twitch will produce non-privileged, non-protected documents sufficient to show the costs
19 and benefits of using a Ruby on Rails fingerprint or a similar value that is calculated via a hash
20 algorithm and that renders the name of a file dependent on the contents of the file or ETags calcu-
21 lated based on contents of a corresponding file on the www.twitch.tv website during the time period
22 of January 8, 2012 to December 26, 2016 for the United States, to the extent such documents exist
23 in Twitch’s possession, custody, or control and can be identified upon a reasonable search.

24 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
25 amend, or modify its response to this request as additional facts are learned and as otherwise
26 appropriate.

27 **REQUEST FOR PRODUCTION NO. 18:**

28 All Documents including, but not limited to, deposition testimony stating all facts about any

1 studies of various available methods to implement cache busting or the advantages or disadvantages
2 of any such methods.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 18:**

4 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
5 extent this request seeks information protected by the attorney-client privilege, attorney work
6 product doctrine, joint defense privilege, common interest exception, or any other applicable
7 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
8 information in response. If any information responsive to this request is subject to any
9 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
10 only after it complies with those obligations, and, if necessary, only after it obtains the required
11 permission to do so from the third party.

12 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
13 in this action and not proportional to the needs of the case as it lacks temporal and geographic
14 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
15 December 26, 2016 and the United States.

16 Twitch objects to the undefined term “studies” as vague and ambiguous, overly broad,
17 unduly burdensome, and not proportional to the needs of the case, as it does not identify the items
18 or features with specificity. Twitch will interpret this phrase as detailed investigations and analyses.

19 Twitch further objects to the phrase “regarding cache busting” as vague, ambiguous, and
20 not proportional to the needs of the case, as it does not identify the information sought with partic-
21 ularity.

22 Twitch objects to this request as overly broad, unduly burdensome, and not proportional to
23 the needs of the case in seeking all documents relating to cache busting on Twitch’s webpages.

24 Twitch objects to this request to the extent it is duplicative of other requests, including but
25 not limited to Request For Production Nos. 14 and 17.

26 Subject to and without waiving any objections, Twitch responds as follows:

27 Twitch will produce non-privileged, non-protected documents sufficient to show the costs
28 and benefits of using a Ruby on Rails fingerprint or a similar value that is calculated via a hash

1 algorithm and that renders the name of a file dependent on the contents of the file or ETags calcu-
2 lated based on contents of a corresponding file on the www.twitch.tv website during the time period
3 of January 8, 2012 to December 26, 2016 for the United States, to the extent such documents exist
4 in Twitch's possession, custody, or control and can be identified upon a reasonable search.

5 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
6 amend, or modify its response to this request as additional facts are learned and as otherwise
7 appropriate.

8 **REQUEST FOR PRODUCTION NO. 19:**

9 Any industry analysis, marketing reports, or other competitive intelligence reports for the
10 market, including but not limited to any such analyses or reports that state all facts about the markets
11 that You operate in.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 19:**

13 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
14 extent this request seeks information protected by the attorney-client privilege, attorney work
15 product doctrine, joint defense privilege, common interest exception, or any other applicable
16 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
17 information in response. If any information responsive to this request is subject to any
18 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
19 only after it complies with those obligations, and, if necessary, only after it obtains the required
20 permission to do so from the third party.

21 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
22 in this action and not proportional to the needs of the case as it lacks temporal and geographic
23 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
24 December 26, 2016 and the United States.

25 Twitch objects to the term "You" on the basis identified in the General Objections above
26 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

1 Twitch objects to the undefined term “the market” as vague and ambiguous, overbroad,
2 unduly burdensome, and not proportional to the needs of the case, as it does not describe the infor-
3 mation sought with particularity.

4 Twitch objects to this request as unduly burdensome to the extent it seeks information that
5 is publicly available. Twitch objects to this request to the extent it seeks information that is not
6 relevant to any issue in this case or is not proportional to the needs of the case.

7 Twitch objects to this request to the extent it is duplicative of other requests, including but
8 not limited to Request For Production No. 18.

9 Subject to and without waiving any objections, Twitch responds as follows:

10 Twitch is willing to meet and confer with PersonalWeb to understand what, if any, non-
11 privileged, relevant, and proportional to the needs of the case discovery it seeks.

12 **REQUEST FOR PRODUCTION NO. 20:**

13 Any industry analysis, marketing reports, or other competitive intelligence reports for the
14 market, including but not limited to any such analyses or reports that state all facts about the
15 competitors and competitive dynamics in the markets that You operate in.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 20:**

17 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
18 extent this request seeks information protected by the attorney-client privilege, attorney work
19 product doctrine, joint defense privilege, common interest exception, or any other applicable
20 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
21 information in response. If any information responsive to this request is subject to any
22 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
23 only after it complies with those obligations, and, if necessary, only after it obtains the required
24 permission to do so from the third party.

25 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
26 in this action and not proportional to the needs of the case as it lacks temporal and geographic
27 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
28 December 26, 2016 and the United States.

1 Twitch objects to the undefined term “the market” as vague and ambiguous, overbroad,
2 unduly burdensome, and not proportional to the needs of the case, as it does not describe the infor-
3 mation sought with particularity.

4 Twitch objects to the term “You” on the basis identified in the General Objections above
5 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

6 Twitch objects to this request as unduly burdensome to the extent it seeks information that
7 is publicly available. Twitch objects to this request to the extent it seeks information that is not
8 relevant to any issue in this case or is not proportional to the needs of the case.

9 Twitch objects to this request to the extent it is duplicative of other requests, including but
10 not limited to Request For Production Nos. 18-19.

11 Subject to and without waiving any objections, Twitch responds as follows:

12 Twitch is willing to meet and confer with PersonalWeb to understand what, if any, non-
13 privileged, relevant, and proportional to the needs of the case discovery it seeks.

14 **REQUEST FOR PRODUCTION NO. 21:**

15 Any industry analysis, marketing reports, or other competitive intelligence reports for the
16 market, including but not limited to any such analyses or reports that state all facts about Your share
17 of the markets that You operate in.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 21:**

19 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
20 extent this request seeks information protected by the attorney-client privilege, attorney work
21 product doctrine, joint defense privilege, common interest exception, or any other applicable
22 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
23 information in response. If any information responsive to this request is subject to any
24 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
25 only after it complies with those obligations, and, if necessary, only after it obtains the required
26 permission to do so from the third party.

27 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
28 in this action and not proportional to the needs of the case as it lacks temporal and geographic

1 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
2 December 26, 2016 and the United States.

3 Twitch objects to the terms “You” and “Your” on the basis identified in the General
4 Objections above and incorporates this basis herein. Twitch will interpret these terms as Twitch
5 Interactive, Inc.

6 Twitch objects to the undefined term “the market” as vague and ambiguous, overbroad,
7 unduly burdensome, and not proportional to the needs of the case, as it does not describe the infor-
8 mation sought with particularity.

9 Twitch objects to this request as unduly burdensome to the extent it seeks information that
10 is publicly available. Twitch objects to this request to the extent it seeks information that is not
11 relevant to any issue in this case or is not proportional to the needs of the case.

12 Twitch objects to this request to the extent it is duplicative of other requests, including but
13 not limited to Request For Production Nos. 18-20.

14 Subject to and without waiving any objections, Twitch responds as follows:

15 Twitch is willing to meet and confer with PersonalWeb to understand what, if any, non-
16 privileged, relevant, and proportional to the needs of the case discovery it seeks.

17 **REQUEST FOR PRODUCTION NO. 22:**

18 All Documents including, but not limited to, deposition testimony that states all facts about
19 any analysis of expected revenues including but not limited to budgets, *pro formas* and projections.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 22:**

21 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
22 extent this request seeks information protected by the attorney-client privilege, attorney work
23 product doctrine, joint defense privilege, common interest exception, or any other applicable
24 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
25 information in response. If any information responsive to this request is subject to any
26 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
27 only after it complies with those obligations, and, if necessary, only after it obtains the required
28 permission to do so from the third party.

1 Twitch objects to this request as vague and ambiguous, overly broad, not relevant to any
 2 claim or defense in this action and not proportional to the needs of the case as it lacks temporal and
 3 geographic limitations and purports to seek expected revenues. Twitch will only respond with
 4 respect to the time period from January 8, 2012 until December 26, 2016 and the United States.

5 Twitch objects to this request as overly broad, unduly burdensome, and not proportional to
 6 the needs of the case in seeking all documents relating to Twitch's expected revenue.

7 Twitch objects to this request to the extent it is duplicative of other requests, including but
 8 not limited to Request For Production No. 7.

9 Subject to and without waiving any objections, Twitch responds as follows:

10 Twitch will produce non-privileged, non-protected documents sufficient to show revenue
 11 information from the www.twitch.tv website during the time period of January 8, 2012 to December
 12 26, 2016 for the United States, to the extent such documents exist in Twitch's possession, custody,
 13 or control and can be identified upon a reasonable search.

14 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
 15 amend, or modify its response to this request as additional facts are learned and as otherwise
 16 appropriate.

17 **REQUEST FOR PRODUCTION NO. 23:**

18 All Documents including, but not limited to, deposition testimony that states all facts about
 19 any business valuations or appraisals including but not limited to business valuations or appraisals
 20 in connection with Your sale to Amazon.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 23:**

22 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
 23 extent this request seeks information protected by the attorney-client privilege, attorney work
 24 product doctrine, joint defense privilege, common interest exception, or any other applicable
 25 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
 26 information in response. If any information responsive to this request is subject to any
 27 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
 28 only after it complies with those obligations, and, if necessary, only after it obtains the required

1 permission to do so from the third party.

2 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
3 in this action and not proportional to the needs of the case as it lacks temporal and geographic
4 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
5 December 26, 2016 and the United States.

6 Twitch objects to the term “Your” on the basis identified in the General Objections above
7 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

8 Twitch objects to the undefined term “Amazon” as vague and ambiguous, overly broad,
9 unduly burdensome, and not proportional to the needs of the case. Twitch will interpret this term
10 as Amazon.com, Inc. only.

11 Twitch objects to this request as overly broad, unduly burdensome, and not proportional to
12 the needs of the case in seeking all documents relating to Twitch’s valuations. Twitch objects to
13 this request to the extent it seeks information that is not relevant to any issue in this case or is not
14 proportional to the needs of the case.

15 Subject to and without waiving any objections, Twitch responds as follows:

16 Twitch is willing to meet and confer with PersonalWeb to understand what, if any, non-
17 privileged, relevant, and proportional to the needs of the case discovery it seeks.

18 **REQUEST FOR PRODUCTION NO. 24:**

19 Any business valuations or appraisals of You including but not limited to business
20 valuations or appraisals made in connection with Your sale to Amazon.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 24:**

22 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
23 extent this request seeks information protected by the attorney-client privilege, attorney work
24 product doctrine, joint defense privilege, common interest exception, or any other applicable
25 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
26 information in response. If any information responsive to this request is subject to any
27 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
28 only after it complies with those obligations, and, if necessary, only after it obtains the required

1 permission to do so from the third party.

2 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
3 in this action and not proportional to the needs of the case as it lacks temporal and geographic
4 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
5 December 26, 2016 and the United States.

6 Twitch objects to the terms “You” and “Your” on the basis identified in the General
7 Objections above and incorporates this basis herein. Twitch will interpret these terms as Twitch
8 Interactive, Inc.

9 Twitch objects to the undefined term “Amazon” as vague and ambiguous, overly broad,
10 unduly burdensome, and not proportional to the needs of the case. Twitch will interpret this term
11 as Amazon.com, Inc. only.

12 Twitch objects to this request as overly broad, unduly burdensome, and not proportional to
13 the needs of the case in seeking all documents relating to Twitch’s valuations. Twitch objects to
14 this request to the extent it seeks information that is not relevant to any issue in this case or is not
15 proportional to the needs of the case.

16 Twitch objects to this request to the extent it is duplicative of other requests, including but
17 not limited to Request For Production No. 23.

18 Subject to and without waiving any objections, Twitch responds as follows:

19 Twitch is willing to meet and confer with PersonalWeb to understand what, if any, non-
20 privileged, relevant, and proportional to the needs of the case discovery it seeks.

21 **REQUEST FOR PRODUCTION NO. 25:**

22 All financial presentations made in connection with Your negotiations with Amazon for
23 their purchase of You.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 25:**

25 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
26 extent this request seeks information protected by the attorney-client privilege, attorney work
27 product doctrine, joint defense privilege, common interest exception, or any other applicable
28 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such

1 information in response. If any information responsive to this request is subject to any
2 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
3 only after it complies with those obligations, and, if necessary, only after it obtains the required
4 permission to do so from the third party.

5 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
6 in this action and not proportional to the needs of the case as it lacks temporal and geographic
7 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
8 December 26, 2016 and the United States.

9 Twitch objects to the term “You” and “Your” on the basis identified in the General
10 Objections above and incorporates this basis herein. Twitch will interpret these terms as Twitch
11 Interactive, Inc.

12 Twitch objects to the undefined term “Amazon” as vague and ambiguous, overly broad,
13 unduly burdensome, and not proportional to the needs of the case. Twitch will interpret this term
14 as Amazon.com, Inc. only. Twitch further objects to the undefined term “financial presentation”
15 as overly broad, unduly burdensome, vague, and ambiguous, as it does not identify the item or
16 feature with specificity.

17 Twitch objects to this request as overly broad, unduly burdensome, and not proportional to
18 the needs of the case in seeking all documents relating to Twitch’s valuations. Twitch objects to
19 this request to the extent it seeks information that is not relevant to any issue in this case or is not
20 proportional to the needs of the case.

21 Twitch objects to this request to the extent it is duplicative of other requests, including but
22 not limited to Request For Production Nos. 23-24.

23 Subject to and without waiving any objections, Twitch responds as follows:

24 Twitch is willing to meet and confer with PersonalWeb to understand what, if any, non-
25 privileged, relevant, and proportional to the needs of the case discovery it seeks.

26 **REQUEST FOR PRODUCTION NO. 26:**

27 All Your annual financial statements and financial statement audit reports.
28

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

Twitch incorporates by reference its General Objections as if fully set forth herein. To the extent this request seeks information protected by the attorney-client privilege, attorney work product doctrine, joint defense privilege, common interest exception, or any other applicable privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such information in response. If any information responsive to this request is subject to any confidentiality obligations owed by Twitch to any third party, Twitch will provide such information only after it complies with those obligations, and, if necessary, only after it obtains the required permission to do so from the third party.

Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense in this action and not proportional to the needs of the case as it lacks temporal and geographic limitations. Twitch will only respond with respect to the time period from January 8, 2012 until December 26, 2016 and the United States.

Twitch objects to the term “Your” on the basis identified in the General Objections above and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

Twitch objects to this request as overly broad, unduly burdensome, not relevant to the claims and defenses in this action, and not proportional to the needs of the case in seeking all documents relating to Twitch’s financial statements.

Twitch objects to this request to the extent it is duplicative of other requests, including but not limited to Request For Production No. 7.

Subject to and without waiving any objections, Twitch responds as follows:

Twitch will produce non-privileged, non-protected documents sufficient to show revenue and cost information for the www.twitch.tv website during the time period of January 8, 2012 to December 26, 2016 for the United States, to the extent such documents exist in Twitch’s possession, custody, or control and can be identified upon a reasonable search.

Investigation and discovery are ongoing, and Twitch reserves the right to supplement, amend, or modify its response to this request as additional facts are learned and as otherwise appropriate.

REQUEST FOR PRODUCTION NO. 27:

All Your organizational charts.

RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

Twitch incorporates by reference its General Objections as if fully set forth herein. To the extent this request seeks information protected by the attorney-client privilege, attorney work product doctrine, joint defense privilege, common interest exception, or any other applicable privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such information in response. If any information responsive to this request is subject to any confidentiality obligations owed by Twitch to any third party, Twitch will provide such information only after it complies with those obligations, and, if necessary, only after it obtains the required permission to do so from the third party.

Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense in this action and not proportional to the needs of the case as it lacks temporal and geographic limitations. Twitch will only respond with respect to the time period from January 8, 2012 until December 26, 2016 and the United States.

Twitch objects to the term “Your” on the basis identified in the General Objections above and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

Twitch objects to this request as unduly burdensome to the extent it seeks information that is publicly available. Twitch objects to this request as it seeks information that is not relevant to any issue in this case or is not proportional to the needs of the case.

Subject to and without waiving any objections, Twitch responds as follows:

Twitch is willing to meet and confer with PersonalWeb to understand what, if any, non-privileged, relevant, and proportional to the needs of the case discovery it seeks.

REQUEST FOR PRODUCTION NO. 28:

Any documents about any analysis of Your spending on technology including but not limited to Your research and development costs or Your costs to acquire technology.

RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

Twitch incorporates by reference its General Objections as if fully set forth herein. To the

1 extent this request seeks information protected by the attorney-client privilege, attorney work
2 product doctrine, joint defense privilege, common interest exception, or any other applicable
3 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
4 information in response. If any information responsive to this request is subject to any
5 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
6 only after it complies with those obligations, and, if necessary, only after it obtains the required
7 permission to do so from the third party.

8 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
9 in this action and not proportional to the needs of the case as it lacks temporal and geographic
10 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
11 December 26, 2016 and the United States.

12 Twitch objects to the term “Your” on the basis identified in the General Objections above
13 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

14 Twitch objects to the undefined term “technology” as overly broad, unduly burdensome,
15 vague and ambiguous, and not proportional to the needs of the case.

16 Twitch objects to this request to the extent it seeks information that is not relevant to any
17 issue in this case or is not proportional to the needs of the case.

18 Subject to and without waiving any objections, Twitch responds as follows:

19 Twitch is willing to meet and confer with PersonalWeb to understand what, if any, non-
20 privileged, relevant, and proportional to the needs of the case discovery it seeks.

21 **REQUEST FOR PRODUCTION NO. 29:**

22 All agreements YOU have entered into that include receiving or giving a right to use
23 patented technology.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 29:**

25 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
26 extent this request seeks information protected by the attorney-client privilege, attorney work
27 product doctrine, joint defense privilege, common interest exception, or any other applicable
28 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such

1 information in response. If any information responsive to this request is subject to any
2 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
3 only after it complies with those obligations, and, if necessary, only after it obtains the required
4 permission to do so from the third party.

5 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
6 in this action and not proportional to the needs of the case as it lacks temporal and geographic
7 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
8 December 26, 2016 and the United States.

9 Twitch objects to the term “You” on the basis identified in the General Objections above
10 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

11 Twitch objects to this request to the extent it seeks information that is not relevant and/or
12 not proportional to the needs of the case because it seeks information about patents not at issue in
13 the case.

14 Twitch objects to this request to the extent it is duplicative of other requests, including but
15 not limited to Request For Production No. 28.

16 Subject to and without waiving any objections, Twitch responds as follows:

17 Twitch will produce non-privileged, non-protected documents sufficient to show
18 agreements related to Twitch’s licensing of patented technology related to the www.twitch.tv
19 website during the time period of January 8, 2012 to December 26, 2016 for the United States, to
20 the extent such documents exist in Twitch’s possession, custody, or control and can be identified
21 upon a reasonable search.

22 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
23 amend, or modify its response to this request as additional facts are learned and as otherwise
24 appropriate.

25 **REQUEST FOR PRODUCTION NO. 30:**

26 Documents about YOUR patent licensing guidelines, policies, and usual practices.

27 **RESPONSE TO REQUEST FOR PRODUCTION NO. 30:**

28 Twitch incorporates by reference its General Objections as if fully set forth herein. To the

1 extent this request seeks information protected by the attorney-client privilege, attorney work
2 product doctrine, joint defense privilege, common interest exception, or any other applicable
3 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
4 information in response. If any information responsive to this request is subject to any
5 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
6 only after it complies with those obligations, and, if necessary, only after it obtains the required
7 permission to do so from the third party.

8 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
9 in this action and not proportional to the needs of the case as it lacks geographic limitations. Twitch
10 will only respond with respect to the United States.

11 Twitch objects to the term “Your” on the basis identified in the General Objections above
12 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

13 Twitch objects to this request to the extent it is duplicative of other requests, including but
14 not limited to Request For Production Nos. 28-29.

15 Subject to and without waiving any objections, Twitch responds as follows:

16 Twitch will produce non-privileged, non-protected documents sufficient to show Twitch’s
17 patent licensing policies during the time period of January 8, 2012 to December 26, 2016 for the
18 United States, to the extent such documents exist in Twitch’s possession, custody, or control and
19 can be identified upon a reasonable search.

20 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
21 amend, or modify its response to this request as additional facts are learned and as otherwise
22 appropriate.

23 **REQUEST FOR PRODUCTION NO. 31:**

24 Documents about Your market value, profitability or financial condition at or around the
25 time the first quarter of 2012.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 31:**

27 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
28 extent this request seeks information protected by the attorney-client privilege, attorney work

1 product doctrine, joint defense privilege, common interest exception, or any other applicable
2 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
3 information in response. If any information responsive to this request is subject to any
4 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
5 only after it complies with those obligations, and, if necessary, only after it obtains the required
6 permission to do so from the third party.

7 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
8 in this action and not proportional to the needs of the case as it lacks temporal and geographic
9 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
10 December 26, 2016 and the United States.

11 Twitch objects to the term “Your” on the basis identified in the General Objections above
12 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

13 Twitch objects to this request to the extent it seeks information that is not relevant to any
14 issue in this case or is not proportional to the needs of the case.

15 Twitch objects to this request to the extent it is duplicative of other requests, including but
16 not limited to Request For Production Nos. 28-29.

17 Subject to and without waiving any objections, Twitch responds as follows:

18 Twitch is willing to meet and confer with PersonalWeb to understand what, if any, non-
19 privileged, relevant, and proportional to the needs of the case discovery it seeks.

20 **REQUEST FOR PRODUCTION NO. 32:**

21 Documents about any analysis of your business model or profitability or how either were
22 expected to change.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 32:**

24 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
25 extent this request seeks information protected by the attorney-client privilege, attorney work
26 product doctrine, joint defense privilege, common interest exception, or any other applicable
27 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
28 information in response. If any information responsive to this request is subject to any

1 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
2 only after it complies with those obligations, and, if necessary, only after it obtains the required
3 permission to do so from the third party.

4 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
5 in this action and not proportional to the needs of the case as it lacks temporal and geographic
6 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
7 December 26, 2016 and the United States.

8 Twitch objects to the term “your” on the basis identified in the General Objections above
9 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

10 Twitch objects to this request as it seeks information that is not relevant to any issue in this
11 case or is not proportional to the needs of the case.

12 Twitch objects to this request to the extent it is duplicative of other requests, including but
13 not limited to Request For Production Nos. 12 and 14.

14 Subject to and without waiving any objections, Twitch responds as follows:

15 Twitch is willing to meet and confer with PersonalWeb to understand what, if any, non-
16 privileged, relevant, and proportional to the needs of the case discovery it seeks.

17 **REQUEST FOR PRODUCTION NO. 33:**

18 All Documents including, but not limited to, deposition testimony analyzing costs of
19 hosting and serving Your website content including but not limited to the cost of internet
20 bandwidth, host servers, power or any other necessary infrastructure.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 33:**

22 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
23 extent this request seeks information protected by the attorney-client privilege, attorney work
24 product doctrine, joint defense privilege, common interest exception, or any other applicable
25 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
26 information in response. If any information responsive to this request is subject to any
27 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
28 only after it complies with those obligations, and, if necessary, only after it obtains the required

1 permission to do so from the third party.

2 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
3 in this action and not proportional to the needs of the case as it lacks temporal and geographic
4 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
5 December 26, 2016 and the United States.

6 Twitch objects to the term “Your” on the basis identified in the General Objections above
7 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

8 Twitch objects to the undefined terms “infrastructure” and “website content” as overly
9 broad, unduly burdensome, vague, and ambiguous as they do not specify the items or features with
10 specificity. Twitch will interpret these terms as servers and content on www.twitch.tv, respectively.

11 Twitch objects to this request as overly broad, unduly burdensome, not relevant to the
12 claims and defenses, and not proportional to the needs of the case in seeking all documents relating
13 to the costs of hosting and serving Twitch’s website content. Twitch objects to this request as it
14 seeks information that is not relevant to any issue in this case or is not proportional to the needs of
15 the case.

16 Subject to and without waiving any objections, Twitch responds as follows:

17 Twitch is willing to meet and confer with PersonalWeb to understand what, if any, non-
18 privileged, relevant, and proportional to the needs of the case discovery it seeks.

19 **REQUEST FOR PRODUCTION NO. 34:**

20 All Documents including, but not limited to, deposition testimony analyzing how to reduce
21 the costs of hosting and serving Your website content including but not limited to the cost of internet
22 bandwidth, host servers, power or any other necessary infrastructure.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 34:**

24 Twitch incorporates by reference its General Objections as if fully set forth herein. To the
25 extent this request seeks information protected by the attorney-client privilege, attorney work
26 product doctrine, joint defense privilege, common interest exception, or any other applicable
27 privilege, immunity, doctrine or protection, Twitch objects to it and will not provide any such
28 information in response. If any information responsive to this request is subject to any

1 confidentiality obligations owed by Twitch to any third party, Twitch will provide such information
2 only after it complies with those obligations, and, if necessary, only after it obtains the required
3 permission to do so from the third party.

4 Twitch objects to this request as vague and ambiguous, not relevant to any claim or defense
5 in this action and not proportional to the needs of the case as it lacks temporal and geographic
6 limitations. Twitch will only respond with respect to the time period from January 8, 2012 until
7 December 26, 2016 and the United States.

8 Twitch objects to the term “Your” on the basis identified in the General Objections above
9 and incorporates this basis herein. Twitch will interpret this term as Twitch Interactive, Inc.

10 Twitch objects to the undefined terms “infrastructure” and “website content” as overly
11 broad, unduly burdensome, vague, and ambiguous as they do not specify the items or features with
12 specificity. Twitch will interpret these terms as servers and content on www.twitch.tv, respectively.

13 Twitch objects to this request as overly broad, unduly burdensome, not relevant to the
14 claims and defenses, and not proportional to the needs of the case in seeking all documents relating
15 to the costs of hosting and serving Twitch’s website content. Twitch objects to this request as it
16 seeks information that is not relevant to any issue in this case or is not proportional to the needs of
17 the case.

18 Twitch objects to this request to the extent it is duplicative of other requests, including but
19 not limited to Request For Production No. 33.

20 Subject to and without waiving any objections, Twitch responds as follows:

21 Twitch is willing to meet and confer with PersonalWeb to understand what, if any, non-
22 privileged, relevant, and proportional to the needs of the case discovery it seeks.

1
2 Dated: March 18, 2019

Respectfully submitted,
FENWICK & WEST LLP

3
4 By: /s/ Saina S. Shamilov
Saina S. Shamilov

5 Counsel for
6 TWITCH INTERACTIVE, INC.
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FENWICK & WEST LLP
ATTORNEYS AT LAW

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of March, 2019, a true and correct copy of the foregoing document was served on each party through their counsel of record via email and U.S. mail.

Michael A. Sherman
masherman@stubbsalderton.com

Jeffrey F. Gersh
jgersh@stubbsalderton.com
Sandeep Seth

sseth@stubbsalderton.com

Wesley W. Monroe

wmonroe@stubbsalderton.com

Stanley H. Thompson

sthompson@stubbsalderton.com

Viviana Boero Hedrick

vedrick@stubbsalderton.com

STUBBS ALDERTON & MARKILES, LLP

15620 Ventura Blvd., 20th Floor

Sherman Oaks, CA 91403

Counsel for PersonalWeb Technologies, LLC

Theodore S. Maceiko

ted@maceikoip.com

MACEIKO IP

420 2nd Street

Manhattan Beach, CA 90266

Counsel for PersonalWeb Technologies, LLC

Jose Luis Patino

jpatino@foley.com

Christopher Carl Bolten

cbolten@foley.com

FOLEY & LARDNER LLP

3579 Valley Centre Drive, Suite 300

P.O. BOX 80278

San Diego, CA 92138

Counsel for Level 3 Communications, LLC

/s/ Shannon E. Turner

Shannon E. Turner

FENWICK & WEST LLP
ATTORNEYS AT LAW